

LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
CONSTITUTION OFFICE PARK ASSOCIATES
LIMITED PARTNERSHIP

This Agreement (the "Agreement") is made as of the _____ day of March, 1985 by and between the Boston Redevelopment Authority (hereinafter called the "Licensor"), and Constitution Office Park Associates Limited Partnership (hereinafter called the "Licensee").

A license to occupy for office use the second floor, containing approximately 715 square feet of Building 31, known as the Muster House and located in the Historic Monument Area of the Charlestown Navy Yard, as described in Exhibit A attached and incorporated as part of this Agreement by reference, (the "License Area") is approved subject to the following terms and conditions:

1. The Licensee agrees that it is not eligible for relocation benefits.
2. The License Area is to be vacated on receipt by the Licensee of thirty (30) days notice with or without cause that this Agreement is terminated from the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.
3. The Licensee agrees to construct or cause to be constructed certain improvements to the License Area and related areas, as generally described in Exhibit B attached hereto and incorporated herein by reference, (the "Improvements") using quality materials and in a workmanlike manner. The Licensee shall submit a plan for such Improvements which shall be subject to prior approval of the Director of the Licensor and construction thereof shall be completed by May 1, 1985. Both the Licensor and the Licensee agree that the estimated cost of said Improvements is Eighteen Thousand Five Hundred (\$18,500) Dollars. The Improvements shall be made at the sole cost and expense of the Licensee without any liability to the Licensor and in this regard the Licensor shall not be obligated to reimburse or compensate the Licensee for any funds expended therefor. The Licensee shall have the responsibility to secure all required permits and approvals for construction of the Improvements.
4. The License Fee shall be One Hundred (\$100) Dollars per month, payable in advance on the first day of each month, commencing May 1, 1985 (the "commencement date") and each month thereafter during the term of this Agreement as set forth in Paragraph 15 hereof. Upon execution of this Agreement, the Licensee shall deposit with the Licensor a sum equal to two (2) month's License Fee, to be retained by the Licensor until sixty

(60) days after the termination of this Agreement in order to insure the satisfactory completion of all the terms and conditions hereof. No interest shall be paid to the Licensee on said deposit. Any portion of the License Fee remaining unpaid for a period of thirty (30) days following its due date, the validity of which has not been contested by the Licensee within said thirty (30) day period, may, without further authorization, be deducted from any funds that are due or may be due the Licensee from the Licensor.

5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands.
6. The Licensee shall carry for the term of this Agreement comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of One Million (\$1,000,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one (1) person, and Two Million (\$2,000,000) Dollars for injury or death to more than one (1) person in a single accident. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.
7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material shall be permitted within the License Area.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than for offices, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth of Massachusetts or to any ordinance or rule and regulation of the City of Boston.
10. Licensee will have the complete responsibility for compliance with all municipal codes and ordinances. During the term of this Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services in order that the License Fee hereunder shall be absolutely net to the Licensor.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions, set forth in Exhibit C attached hereto and incorporated herein by reference, and further agrees to comply with any other reasonable rules and regulations as the Licensors shall establish from time to time upon notice to the Licensee.
12. Failure to pay the License Fee or failure to comply with the provisions of this Agreement, including the Special Conditions, shall constitute cause to terminate this Agreement forthwith and the Licensee agrees to surrender the License Area peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This Agreement may not be assigned, transferred, mortgaged or encumbered in any way and no other persons may be allowed to occupy or use the License Area, without the prior approval of the Licensors.
14. No fixtures shall be installed in and no improvements or alterations, in addition to those referred to in Paragraph 3 and Exhibit B, shall be made to the License Area without the Licensors' prior approval. Upon the termination of this Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensors, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensors' option, become the property of the Licensors. The Licensee shall leave the License Area in at least as good condition as when the Improvements contemplated by Paragraph 3 and Exhibit B hereof were completed.
15. Subject to Paragraph 2 hereof, the term of this Agreement shall be one (1) year from the commencement date or until such time as Licensee has completed improvements to Building 149 in the Charlestown Navy Yard, whichever shall occur first.
16. Whenever under this Agreement, notices, approvals or other communications all required or permitted, the same shall be effective and valid only when given in writing and signed by a duly authorized officer or person of the respective parties. Any such notice, approval or other communication shall be personally served or, in lieu of personal service by depositing the same in the United States mail, postage prepaid, certified or registered mail. If addressed to the Licensors, its address is:

Director
Boston Redevelopment Authority
One City Hall Square / 9th Floor
Boston, Massachusetts 02110

and if addressed to the Licensee, its address is:

Constitution Office Park Associates Limited Partnership
Russia Wharf
286 Congress Street
Boston, Massachusetts 02109

Either party may change its respective address by giving notice to the other in accordance with the provisions hereof.

In witness whereof, the parties hereto have placed their hands and seals below as of the the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

CONSTITUTION OFFICE PARK ASSOCIATES
LIMITED PARTNERSHIP

By: _____

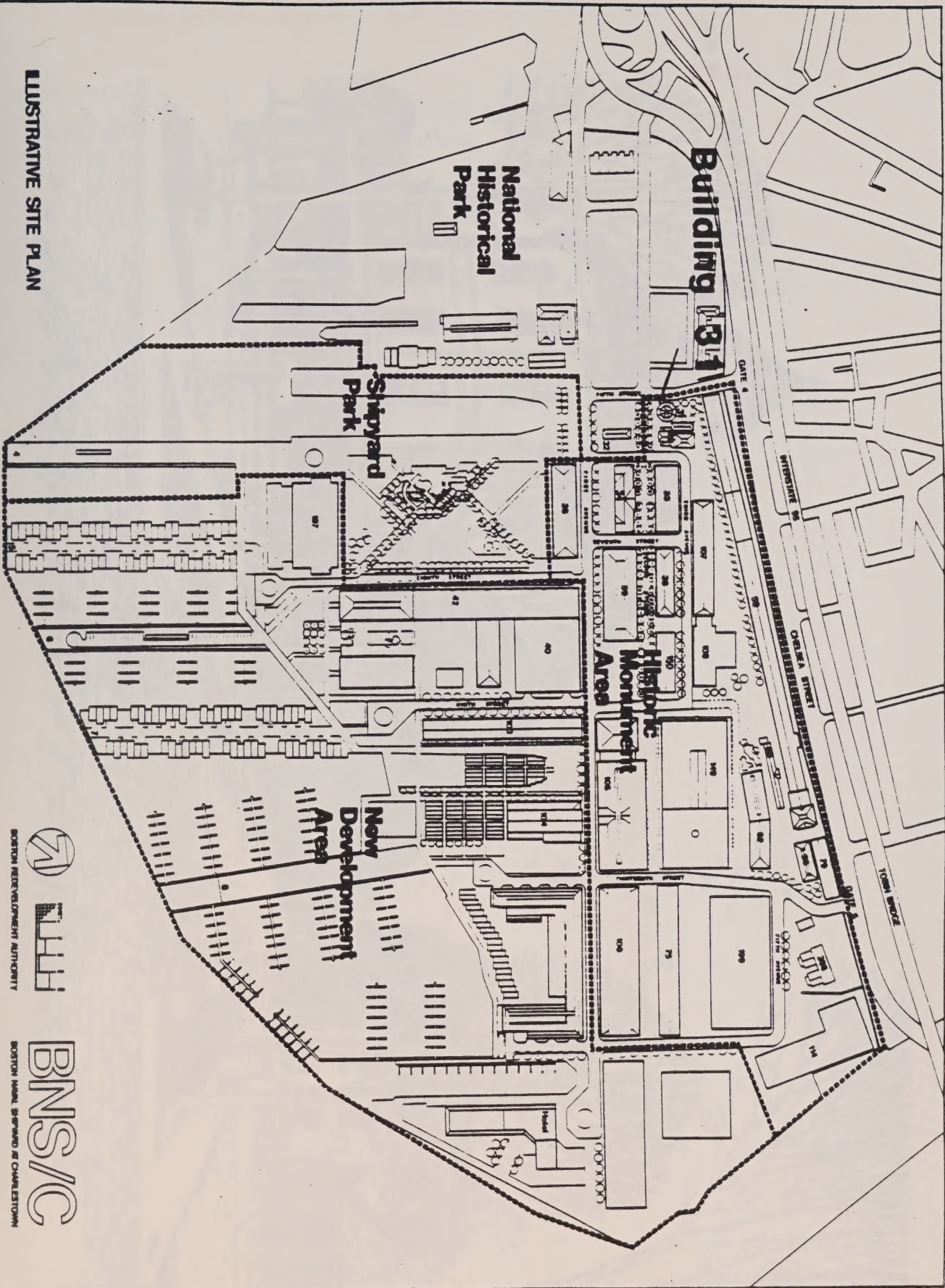
Approved as to Form

Chief General Counsel
Boston Redevelopment Authority

EXHIBIT A

DISCRIPTION OF LICENSE AREA

Attached hereto are respectively, an "Illustrative Site Plan" which indicates the location of Building 31 within the Historic Monument District of the Charlestown Navy Yard, and a rendering which further identifies Building 31.



ILLUSTRATIVE SITE PLAN



BOSTON REDEVELOPMENT AUTHORITY

BNS/C

BOSTON MARINE BARRACKS / CHANNELED

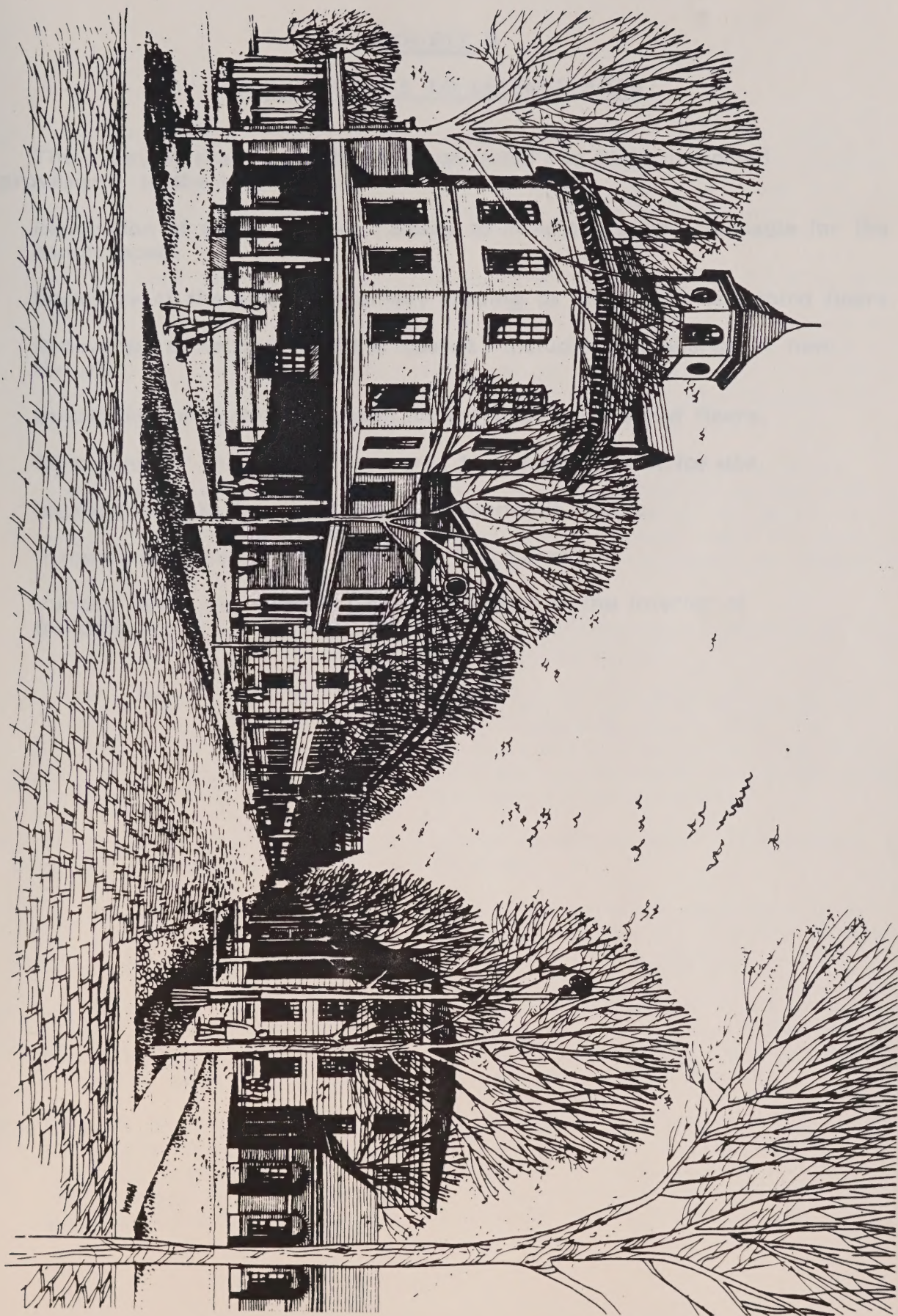


EXHIBIT B

IMPROVEMENTS TO LICENSE AREA

The Licensee shall cause to be constructed the below indicated Improvements to the License Area and related areas:

1. Renovation of the first floor hallway to make the same accessible for the handicapped.
2. Enclosure of the existing stairway leading to the second and third floors.
3. Renovation of second floor bathroom(s) including installation of new fixtures.
4. Installation of sprinkler system on the first and second floors.
5. Renovation of the second floor area to accommodate office use.
6. Improvements to the third floor to render it usable.
7. Installation of smoke detectors and fire alarms.
8. Various other improvements and alterations to the interior of Building 31.

EXHIBIT C

SPECIAL CONDITIONS

1. Licensee shall pay all charges for heat, electricity, sewer and water, telephone, permits, fees and insurance in conjunction with its occupancy of the License Area. All charges for heat, electricity and sewer and water shall be apportioned by the Licensor, and when notified of such charges the Licensee shall pay the same promptly to the Licensor.
2. The Licensor shall permit the Licensee to enter the License Area to make improvements to the License Area at the Licensee's expense; provided that plans for any such improvements or alterations to the License Area shall be submitted to and approved by Licensor and further provided that Licensee obtain all permits necessary for the construction of such improvements from the City of Boston Inspectional Services Department and/or any other applicable agencies.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area or related areas, for conformance with this Agreement and for compliance with any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at its expenses.
4. The Licensee shall have the complete responsibility for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the approval of the Licensor thereto has first been obtained. Licensee acknowledges that any improvements to License Area shall be subject to prior review by Licensor's design staff.
6. No stock piling of soil, refuse, trash or landfill materials will be permitted or allowed within the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph 6 of the Agreement, with the Licensor named as additional insured over the term of this Agreement.
8. Licensee shall permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.
9. Licensee shall permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, and perform any other tests or examinations. The Licensee shall use best efforts to coordinate its activities with other persons who are authorized by the Licensor to utilize the License Area.

10. Licensee acknowledges that this Agreement constitutes a temporary license and its occupancy is only for a limited interim use.
11. In the event that there is any conflict between the foregoing Special Conditions and the provisions of the Agreement, the Special Conditions shall prevail and govern the obligations of the parties.

Noted

MEMORANDUM

MARCH 21, 1985

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: CHRISTOPHER CARLAW, ASSISTANT DIRECTOR AND
JAMES ENGLISH, PROJECT COORDINATOR

SUBJECT: CHARLESTOWN NAVY YARD, BUILDING 31, THE MUSTER HOUSE
PERMISSION TO EXECUTE LICENSE WITH THE CONGRESS GROUP;
PERMISSION TO APPLY TO THE BROWNE FUND

As you are aware, the Congress Group, Inc. has received tentative designation to redevelop Buildings 149 and 199 at the Charlestown Navy Yard. The developer intends to convert these buildings to a 700,000 square foot office building and a 1,300 car garage, at a cost of \$60,000,000. The developer has received financing commitments from both BIDFA and the Chase Manhattan Bank; has received final design approval from both the Authority and the Department of the Interior; and is in the final stages of negotiations regarding the terms of the lease to be executed with the Authority. Both the Authority and the Congress Group anticipate that all requirements for a final designation will be fulfilled by April 1 and that construction can begin by April 15. Construction is expected to be completed in sixteen months.

The Muster House, Building 31, is the Authority's site office at the Navy Yard. Authority staff currently occupy the first floor of the building. In its present condition, the second floor space is unusable because of its dilapidated condition and existing violations of the State Building Code regarding egress and fire safety standards. The Congress Group has proposed to expend approximately \$10,000 to rehabilitate the second floor of the building and to occupy the space on a short term (one year) basis. In addition, the developer will expend a sum up to a maximum of \$5,000 to renovate the third floor for the use of the Authority.

In addition, the developer will expend approximately \$2,500 to renovate the first floor for the purpose of making it fully accessible to the handicapped and to provide additional bathroom space. These renovations will allow the first floor to be utilized by various Charlestown community groups at such time as the developer moves out of the second floor and Authority staff moves in. Finally, the developer will be required to pay the Authority a license fee in the amount of \$100 per month for the space (which totals approximately 715 square feet). The total of developer funded renovations and rent payments will equate to an effective payment of \$19 to \$22 per square foot for the space.

It is recommended, therefore, that the Director be authorized to execute a license agreement with the Congress Group for this second floor space contingent upon the licensee's completion of certain permanent repairs to the building, such repairs subject to the approval and supervision of the Authority.

In addition, the Authority has been informed that the Edward Ingersoll Browne fund has recently funded the repair of certain historic clocks in the city. The four-sided clock located in the cupola of Building 31 has been inoperable since the closing of the Yard in 1974. The estimated cost to repair the clock is \$2,500. Permission is now requested to apply to the Browne Fund for a grant to repair this historic clock and to accept whatever funds are awarded.

An appropriate vote follows:

VOTED: That the Director be, and hereby is, authorized to execute a license agreement, substantially in the form attached, with the Congress Group, Inc., for a short term use of the second floor space in Building 31 at the Charlestown Navy Yard, contingent on the licensee completing certain permanent improvements to the building; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to apply to the Edward Ingersoll Browne Fund for a grant to repair clocks in Building 31 at the Charlestown Navy Yard and to accept whatever grant may be awarded on behalf of the Authority.